

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																																								
NATURE OF CONVEYANCE:	Trademark Security Agreement																																																								
CONVEYING PARTY DATA																																																									
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PROPERTY NUMBERS Total: 18																																																									

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TRADEMARK
REEL: 003385 FRAME: 0703

Property Type	Number	Word Mark
Registration Number:	1667918	(SAY "BO-DEEN") B BOUDIN. SOURDOUGH FRENCH BREAD SINCE 1849
Registration Number:	1087413	BOUDIN
Registration Number:	2182169	BOUDIN PETIT CAFE
Registration Number:	1066872	BOUDIN SINCE 1849 SOUR DOUGH FRENCH BREAD B
Registration Number:	1662055	BOUDIN SOURDOUGH BAKERY & CAFE
Registration Number:	1434132	LAURA TODD
Registration Number:	2450273	SAN FRANCISCO SLOWROAST
Registration Number:	2077959	SAN FRANCISCO WHARF
Registration Number:	2917512	GO ROMA ITALIAN KITCHEN
Registration Number:	2920839	CIAO FOR NOW
Registration Number:	2861134	GO ROMA
Serial Number:	78825056	SAN FRANCISCO BOUDIN SINCE B 1849 SOURDOUGH BAKERY & CAFE FRESH EVERYDAY
Serial Number:	78825039	BOUDIN SF
Serial Number:	78825062	SF WHARF
Serial Number:	78825074	BOUDIN
Serial Number:	78825081	BOUDIN
Serial Number:	76507361	GO ROMA FRESH ITALIAN CIAO
Serial Number:	78957879	FORKLIFT BRANDS

CORRESPONDENCE DATA

Fax Number: (213)996-3367
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 213-683-6367
 Email: nobukochristy@paulhastings.com
 Correspondent Name: Nobuko Christy, c/o Paul Hastings
 Address Line 1: 515 So. Flower Street, 25th Floor
 Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	57346.00024
NAME OF SUBMITTER:	Nobuko Christy
Signature:	/s/Nobuko Christy
Date:	09/01/2006

Total Attachments: 11
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 1st day of September, 2006, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and HBK INVESTMENTS L.P., a Delaware limited partnership, in its capacity as Agent for the Lender Group (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of September 1, 2006 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement") among FORKLIFT HOLDINGS, L.L.C., a Delaware limited liability company, as borrower ("Borrower"), the lenders party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group, that certain Security Agreement dated as of September 1, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademarks licenses under any Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt (and in any event within 10 days of receipt of such new trademarks or renewal or extension of any trademark registration) notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration pursuant to Section 6(g)(iv)(y) of the Security Agreement. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any

restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Secured Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations and the termination of all of the Commitments. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

FORKLIFT HOLDINGS, L.L.C.,
a Delaware limited liability company
FORKLIFT BRANDS, INC.,
a California corporation
ANDRE-BOUDIN HOLDING COMPANY, INC.,
a California corporation
BOUDIN PROPERTIES OPERATING, INC.,
a California corporation
**FISHERMAN'S WHARF SOURDOUGH FRENCH
BREAD BAKERIES, INC.,**
a California corporation
BOUDIN BAKERIES, INC.,
a California corporation
ANDRE-BOUDIN BAKERIES, INC.,
a California corporation
SAN FRANCISCO BREAD COMPANY,
a California corporation
CHICAGO BREAD COMPANY,
a California corporation
SAN DIEGO BREAD COMPANY,
a California corporation
GREAT ITALIAN CUISINE, LLC,
a Delaware limited liability company
FAST FRESH ITALIAN, LLC,
an Illinois limited liability company
GO ROMA FRANCHISING, INC.,
a Delaware corporation

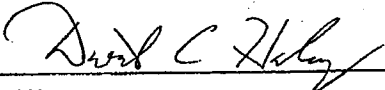
By: _____

Name: David Wolfgram

Title: President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

HBK INVESTMENTS L.P., as Agent




By: 
Name: David C. Haley
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT


Trademarks

Andre-Boudin Bakeries, Inc. Trademarks:

MARK	COUNTRY	APPLICATION NO./REGISTRATION NO.	STATUS
(SAY "BO-DEEN") B. BOUDIN SOURDOUGH FRENCH BREAD SINCE 1849 and Design 	U.S.	Application No. 74/081,169 Registration No. 1,667,918	Registered 12/10/91 Renewed 09/15/01
BOUDIN	U.S.	Application No. 73/096,730 Registration No. 1,087,413	Registered 03/14/78 Renewed 04/16/98
BOUDIN PETIT CAFÉ	U.S.	Application No. 75/304,457 Registration No. 2,182,169	Registered 08/18/98 <i>Abandoned</i>
BOUDIN SINCE 1849 SOUR DOUGH FRENCH BREAD and Design 	U.S.	Application No. 73/100,139 Registration No. 1,066,872	Registered 05/31/77 Renewed 10/01/97
BOUDIN SOURDOUGH BAKERY & CAFÉ	U.S.	Application No. 74/076,144 Registration No. 1,662,055	Registered 10/22/91 Renewed 09/15/01
LAURA TODD and Design  LAURATODD	U.S.	Application No. 73/608,650 Registration No. 1,434,132	Registered 03/24/87 §§ 8 & 15 Affidavits accepted 06/29/93

MARK	COUNTRY	APPLICATION NO./REGISTRATION NO.	STATUS
SAN FRANCISCO SLOWROAST (Supplemental Register Registration)	U.S.	Application No. 75/291,848 Registration No. 2,450,273	Registered 05/08/01
SAN FRANCISCO BOUDIN SINCE B 1849 SOURDOUGH BAKERY & CAFÉ FRESH EVERYDAY	U.S.	78/825,056	Pending
BOUDIN SF	U.S.	78/825,039	Pending
SF WHARF	U.S.	78/825062	Pending
BOUDIN (Stylized) BOUDIN	U.S.	78/825,074	Pending
BOUDIN	U.S.	78/825,081	Pending


MARK	COUNTRY	APPLICATION No./REGISTRATION No.	STATUS
SAN FRANCISCO WHARF	U.S.	Application No. 74/698,536 Registration No. 2,077,959	Registered 07/08/97 §§ 8 & 15 Affidavits filed accepted 09/02/03
BOUDIN SOURDOUGH SINCE 1849 FRENCH BREAD (and Design)	U.S.	Registration No. 4787 Renewal No. 4910	Registered 09/20/76
BOUDIN SOURDOUGH SINCE 1849 FRENCH BREAD (and Design)	U.S.	Registration No. 55072 Renewal No. 14933	Registered 09/20/76
LARRABURU	U.S.	Registration No. 72702	Registered 03/20/84 Renewed 3/20/04
BOUDIN	Canada	Registration No. TMA333540	Registered 10/30/87 Renewed 10/30/02
BOUDIN SOURDOUGH FRENCH BREAD (and Design) 	Canada	Registration No. TMA332089	Registered 09/18/87 Renewed 09/18/02
LARRABURU (Stylized) 	Canada	Registration No. TMA332088	Registered 09/18/87 Renewed 09/18/02
BOUDIN SOURDOUGH FRENCH BREAD (and Design)	France	Registration No. 1350195	Filed 04/11/86 Registration effective 04/11/86 Renewed 4/11/06

MARK	COUNTRY	APPLICATION No./REGISTRATION No.	STATUS
BOUDIN SOURDOUGH FRENCH BREAD (and Design)	Germany	Registration No. 1124546	Filed 04/18/86 Registered 07/08/88 Renewed 4/18/06
BOUDIN SOURDOUGH FRENCH BREAD (and Design)	Italy	Registration No. 490467 Renewal No. 759108	Registered 05/09/86 Renewed 5/09/06
BOUDIN SOURDOUGH FRENCH BREAD (and Design) 	United Kingdom	Registration No. B1264391	Filed 04/09/86 Registration effective 04/09/86
BOUDIN SOUR DOUGH B SAY BO-DEEN SINCE 1849 FRENCH BREAD	Italy	Registration No. 769108	Registered: 1/14/99

Fast Fresh Italian, LLC Trademarks:

GO ROMA ITALIAN KITCHEN	U.S.	Application No. 78/353,789 Registration No. 2,917,512	Registered 1/11/05
CIAO FOR NOW	U.S.	Application No. 78/353,780 Registration No. 2,920,839	Registered 1/25/05
GO ROMA	U.S.	Application No. 76/507,128 Registration No. 2,861,134	Registered 7/6/04
GO ROMA FRESH ITALIAN CIAO	U.S.	Application No. 76/507,361	Abandoned 1/3/06 No statement of use filed

Forklift Brands, Inc. Trademarks:

FORKLIFT BRANDS & Design 	U.S.	Application No. 78/957,879	Pending

Trademark Licenses

1. Participant Agreement between Walt Disney World Co. and Andre Boudin Bakeries, Inc., dated as of November 4, 1998, as amended by a First Amendment to Participant Agreement with Andre Boudin Bakeries, Inc., dated as of February, 2000.
2. Supply and License Agreement for Los Angeles International Airport and Addendum No. 1 by and between Andre-Boudin Bakeries, Inc. and Host International, Inc., dated as of October 16, 2000, as extended to June 30, 2008 by letter agreement dated as of November 8, 2005.
3. Supply and License Agreement for San Diego International Airport by and between Andre-Boudin Bakeries, Inc. and Host International, Inc., dated as of August 12, 2004.
4. Supply and License Agreement between Peet's Operating Company, Inc. and Boudin Properties Operating Company, Inc., dated as of May 11, 2005.